



COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

May 8, 2007

Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL TO ALLOCATE FUNDS AND AMMENDMENTS TO EXTEND THE DOMESTIC VIOLENCE SHELTER PROGRAM WITH CURRENT CONTRACTORS FOR FISCAL YEAR (FY) 2007 (ALL DISTRICTS) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

- Approve funding allocations for the continued provision of the Domestic Violence Shelter Program (DVSP) in the amount of \$807,350, of which \$747,546 will be used for the currently funded service providers as indicated on Attachment I, and \$59,804 will be used for Community and Senior Services (CSS) administrative costs, for a contract extension of six (6) months, beginning July 1, 2007 through December 31, 2007.
- 2. Delegate authority to the Director of CSS, or designee, to execute contract amendments substantially similar to the enclosed amendment (Attachment II) with the 23 service providers indicated on Attachment I in the amounts indicated for the continued provision of DVSP services for six (6) months, effective July 1, 2007 through December 31, 2007.
- 3. Delegate authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amounts based on contractor performance and availability of funding and provided that: (a) the

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amount of change does not exceed 25% of the original contract amount; (b) approvals of County Counsel and the Chief Administrative Office (CAO) are obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 20, 2006 your Board delegated authority to the Director of CSS to execute contracts for a period of one year, beginning July 1, 2006 through June 30, 2007.

Currently, the service providers' contracts for the program will expire on June 30, 2007. A six-month extension of these contracts is necessary to avoid interruption of services during the Request For Statement of Qualifications (RFSQ) process. CSS anticipates releasing the RFSQ on May 1, 2007.

The recommended actions will enable CSS to continue operation of the DVSP for FY 2007. This program provides shelter services to victims of domestic violence residing in Los Angeles County. This program allows for the provision of services that include, but are not limited to, crisis intervention, counseling, transportation, shelter, food and clothing that will assist in their safety and survival and move them toward self-sufficiency.

Performance Measures

The DVSP performance evaluation is aligned with the County's Performance Counts! Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving one of the following positive outcomes:

- developing a domestic violence safety plan;
- remaining in emergency shelter more than three (3) days; and
- attaining a court restraining order.

The department will assess the agencies' performance through its analysis of monitoring reports produced by the CSS Compliance Division.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence and Program Goal of Children and Families' Well Being.

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FISCAL IMPACT/FINANCING

A special fee of \$23 per marriage license issued and one-third of fines collected from convicted batterers are deposited into the Domestic Violence Special Fund, which is used to finance the DVSP. The estimated FY 2007 six-month cost of this program is \$747,546. There is no impact on the County general fund as the DVSP is fully financed by the Domestic Violence Special Fund. Funding has been included in the department's Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire June 30, 2007. CSS will release a RFSQ in May 2007 to solicit applicant agencies to provide domestic violence shelter-based services for a five-year funding cycle for the period January 1, 2008 through June 30, 2013.

On June 20, 2006, your Board approved DVSP allocations for the period July 1, 2006 through June 30, 2007 subject to agencies' performance, availability of funds, and community needs. All agencies recommended for funding with this action have been performing at or above contractual requirements.

CONTRACTING PROCESS

All agencies being recommended for funding were successful in the RFP process conducted by CSS in March 2003. A total of 23 agencies, listed in Attachment I, are being recommended for funding with this action.

Monitoring

CSS will ensure that all approved contractors are monitored relative to contract compliance and administrative, programmatic and fiscal requirements. The DVSP is a performance-based, cost-reimbursement contract and all service providers are required to submit costs associated with completion of tasks in the statement of work. All providers are monitored quarterly for programmatic and fiscal compliance through the CSS Compliance Division.

IMPACT ON CURRENT SERVICES

Continuation of the DVSP will allow agencies to provide domestic violence shelter-based program services to victims of domestic violence and their children assisting victims in their safety and survival and ultimately achieve self-sufficiency.

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CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of CSS.

Respectfully submitted,

CYNTHIA D. BANKS

Director

Attachments (2)

c: David E. Janssen

Raymond G. Fortner, Jr.

Sachi A. Hamai

J. Tyler McCauley

ATTACHMENT I

DOMESTIC VIOLENCE SHELTER PROGRAM SIX MONTH CONTRACT EXTENSION FUNDING RECOMMENDATIONS FY 2007

AOFNOV	
AGENCY	AMOUNT RECOMMENDED
1736 Family Crisis Center / Emergency Shelter-Hermosa Beach	\$ 32,502
1/36 Family Crisis Center / Emergency Component Second Step Shelter- Los Angeles	\$ 32,502
1736 Family Crisis Center / Emergency Component Second Step Shelter- Redondo Beach	\$ 32,502
Antelope Valley Domestic Violence Council / Valley Oasis Shelter	\$ 32,502
(The) Domestic Violence Center of the Santa Clarita Valley	\$ 32,502
Center for the Pacific-Asian Family, Inc. / CPAF Domestic Violence Shelter	\$ 32,502
Chicana Action Service Center / East Los Angeles Bilingual Shelter	\$ 32,502
Chicana Service Action Center / Free Spirit Shelter	\$ 32,502
Haven Hills, Inc. / Haven Hills Crisis Center	\$ 32,502
Haven House, Inc. / Haven House	\$ 32,502
House of Ruth, Inc. / House of Ruth	\$ 32,502
Jenesse Center, Inc. / Jenesse Center	\$ 32,502
Jewish Family Services of Los Angeles / Tamar House (Family Violence Project)	\$ 32,502
Ocean Park Community Center / Sojourn Services For Battered Women and Their Children	\$ 32,502
Peace and Joy Care Center	\$ 32,502
Rainbow Services, Ltd. / Rainbow House	\$ 32,502
Southern California Alcohol and Drug Programs, Inc. / Angel Step Inn - East Los Angeles Shelter	\$ 32,502
Southern California Alcohol and Drug Programs, Inc. / Angel Step Inn – Whittier Emergency Shelter	\$ 32,502
Su Casa Family Crisis and Support Center	\$ 32,502
Women's and Children's Crisis and Support Center	\$ 32,502
WomenShelter of Long Beach	\$ 32,502
YWCA of Glendale / Glendale Domestic Violence Project	\$ 32,502
YWCA of San Gabriel Valley / WINGS	\$ 32,502
TOTAL	\$ 747,546



Contract No.	
Amendment No.	2

COMMUNITY AND SENIOR SERVICES OF THE COUNTY OF LOS ANGELES DOMESTIC VIOLENCE EMERGENCY SHELTER PROGRAM AMENDMENT NO. TWO TO CONTRACT NO._____ FISCAL YEAR 2007

REFERENCE IS MADE TO THE DO	CUMENT ENTITLED "COUNTY OF LOS
ANGELES <u>DOMESTIC VIOLENCE E</u>	MERGENCY SHELTER PROGRAM
CONTRACT" ENTERED INTO BETW	EEN THE COUNTY OF LOS ANGELES,
THROUGH ITS DEPARTMENT OF C	OMMUNITY AND SENIOR SERVICES
("CSS"), AND «AGENCYNAME» ("C	ONTRACTOR") ADOPTED BY THE
BOARD OF SUPERVISORS ON XXX	XXXXXXXXXX AND FURTHER
IDENTIFIED AS AGREEMENT NO. «	ContractNumber» AND AMENDMENT
	, HEREINAFTER COLLECTIVELY
REFERRED TO AS "CONTRACT."	

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and **«ContractorName»**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY has created a COUNTY Domestic Violence Program Special Fund pursuant to Section 18305 of the California Welfare and Institutions Code and has collected revenue for the Fund through the marriage license fees designated for such use by Section 18305 of the Welfare and Institutions Code as amended;

WHEREAS, the COUNTY has selected the CONTRACTOR to provide services to victims of domestic violence as specified in Section 18294 of the California Welfare and Institutions Code;

WHEREAS, on <u>June 20, 2006</u>, the Board of Supervisors authorized CSS to enter into an agreement with CONTRACTOR for the purpose of providing emergency shelter services to victims of domestic violence residing in Los Angeles County that include, but are not limited to, crisis intervention, counseling, transportation, shelter, food and clothing that will assist victims in their safety and survival and move them toward self-sufficiency;

WHEREAS, on MAY 8TH, 2007 the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term (period of performance) for six (6) months, commencing July 1, 2007 through December 31, 2007; and 2) to amend the Contract sum for the

period of performance covering this Contract, for the continued provision of Emergency Shelter Program services; and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions, as set below:

NOW, THEREFORE, in consideration of the foregoing, effective June 30, 2007, the Contract is amended as follows:

- I. TABLE OF CONTENTS, Exhibit B-1(a), Statement of Work Addendum 2, is added as an addendum to Exhibit B-1, Statement of Work.
- II. TABLE OF CONTENTS, Exhibit C-1(a), Budget Addendum 2 is added as an addendum to Exhibit C-1, Budget Addendum.
- III. Part 1: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:
 - 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) Exhibit A-1, the Amended Mandated Program Requirements and any addendum thereto; 3) Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-1(a), Statement of Work Addendum 2, and any addendum thereto; 4) Exhibit C-1, Budget Addendum 1, and Exhibit C-1(a), Budget Addendum 2, and any addendum thereto; 5) Exhibit E, the Attachments, according to the following priority:

Attachment I. CONTRACTOR'S Administration

Attachment II. COUNTY'S Administration

Attachment III. Charitable Contributions Certification

Attachment IV. Internal Revenue Notice 1015

Attachment V. County of Los Angeles CONTRACTOR

Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury

Service Program)

Attachment VI. Safely Surrendered Baby Law Fact Sheet

Attachment VII. CONTRACTOR'S Equal Employment

Opportunity (EEO) Certification

Attachment VIII. **CONTRACTOR Employee**

Acknowledgement and Confidentiality

Agreement

Attachment IX. **CONTRACTOR Non-Employee**

Acknowledgement and Confidentiality

Agreement

Attachment X. Auditor-Controller Contract Accounting and

Administration Handbook

Attachment XI. User Complaint Report (UCR)

Attachment XII. **Cost Allocation**

Attachment XIII. Joint Revenue Disclosure

Attachment XIV. CONTRACTOR'S Obligation As A "Business

Associate" Under the Health Insurance Portability and Accountability Act (HIPPA)

Attachment XV. Fixed Assets/Equipment Purchase

Requirements

Attachment XVI. **Inventory Control Form**

Part 1: Unique Terms and Conditions, Section 1.0, Applicable IV. Documents and Defined Terms, Subsection 1.5(A) is amended to read as follows:

> 1.5(A) Contract" Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Amended Mandatory Program Requirements, Exhibit A-1, Statement of Work Addendum 1, Exhibit B-1 and Statement of Work Addendum 2, Exhibit B-1(a).

V. Part 1: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5(B) is amended to read as follow:

- 1.5(B) "CONTRACTOR": The sole proprietor, Partnership, or Corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A-1, Amended Mandated Program Requirements, Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-1(a), Statement of Work Addendum 2.
- VI. Part 1: Unique Terms and Conditions, Section 2.0, Term and Termination, Subsection 2.4 is added as follows:
 - 2.4 This Contract shall be extended for six (6) months, commencing July 1, 2007 through December 31, 2007, in so far as funding is available.
- VII. Part 1: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:
 - 3.1 COUNTY and CONTRACTOR agree that it is a cost reimbursement Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A-1, Amended Mandated Program Requirements, Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-1(a), Statement of Work Addendum 2.
- VIII. Part 1: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.1 is added as follows:
 - 3.3.1 The maximum total Contract sum for the six (6)-month period commencing July 1, 2007 through December 31, 2007 is \$«NewKAmount» (WrittenKAmount dollars hereinafter referred to as the "Maximum Contract Sum".
- IX. Part 1: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.6 is amended to read as follows:
 - 3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference

herein as Exhibit C-1, Budget Addendum 1 and Exhibit C-1(a), Budget Addendum 2, CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/ Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this section.

- X. Part 1: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:
 - 5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1, Amended Mandated Program Requirements, and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C-1, Budget Addendum 1, and Exhibit C-1(a), Budget Addendum 2, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.
- XI. Part 1: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:
 - 5.2 CONTRACTOR'S invoices shall be in accordance with Exhibit C-1, Budget Addendum 1, and Exhibit C-1(a), Budget Addendum 2.
- Part 1: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:
 - 5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A-1, Amended Mandated Program Requirements, Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-1(a), Statement of Work Addendum 2, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- XIII. Part II: Standard Terms and Conditions, Section 24.0, CONTRACTOR'S Work Subsection 24.1 is amended to read as follows:
 - 24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables,

services and other work as more fully set forth in Exhibit B-1, Statement of Work Addendum 1, Exhibit B-1(a), Statement of Work Addendum 2, and Exhibit A-1, Amended Mandated Program Requirements.

- XIV. The attached Exhibit B-1(a), Statement of Work Addendum 2 is added as an addendum to Exhibit B-1, Statement of Work Addendum 1.
- XV. The attached Exhibit C-1(a), Budget Addendum 2 is added as an addendum to Exhibit C-1, Budget Addendum 1.

All other terms and conditions of the Contract shall remain in full force and effect.

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COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Two to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL RAYMOND G. FORTNER, JR., COUNTY COUNSEL	Cynthia D. Banks, Director Community and Senior Services County of Los Angeles
BY	
BY	el
	CONTRACTOR
	Contractor's Name (Print or Type)
	ByAuthorized Signature
	Authorized Signature
1	Name(Print or Type)
Title(Print or Type)	
	(Print or Type)
	Name of Comparation #10 (D.: 4
	Name of Corporation/LLC (Print or Type)
	ByAuthorized Signature
	Authorized Signature
	Name
	(Print or Type)
	Title
	(Print or Type)